

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766180

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT SUPPLEMENT FOR TRADEMARKS
RESUBMIT DOCUMENT ID:	900716076
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAYFLEX SYSTEMS USA, INC.		08/24/2022	Corporation: NEBRASKA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4132309	H
Registration Number:	4132310	H
Registration Number:	6191012	HSA ASSIST
Registration Number:	3818015	PAYFLEX
Registration Number:	2875970	PAYFLEX
Registration Number:	4020090	PAYFLEX CARD
Registration Number:	4653306	PAYFLEX MOBILE
Serial Number:	88928005	EVERBETTER
Serial Number:	88928007	EVERBETTER
Serial Number:	90726477	PAYFLEX SPECIALIZED HRA

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128192511
 Email: iprecordations@whitecase.com
 Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1111002-0257-CM65

NAME OF SUBMITTER: Sydney Crute

SIGNATURE: /Sydney Crute/

DATE SIGNED: 11/07/2022

Total Attachments: 6

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**SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS**

SUPPLEMENT NO. 1 (this “Supplement”) dated as of August 24, 2022, to the Second Lien Security Agreement, dated as of March 29, 2019 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) and Credit Suisse AG, Cayman Islands Branch (“CS”), as collateral agent (the “Second Lien Collateral Agent”) for the Secured Parties.

A. Reference is made to that certain Second Lien Credit Agreement, dated as of March 29, 2019 (as amended and restated by that certain Amendment No. 1, dated as of June 1, 2022, and as further amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Minotaur Acquisition, Inc., a Delaware corporation (the “Borrower”), Minotaur Midco, Inc., a Delaware corporation (“Holdings”), CS, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Second Lien Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Second Lien Collateral Agent”) and each Lender from time to time party thereto, pursuant to which the Lenders have severally agreed to make Loans to the Borrower and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Second Lien Credit Agreement, the Borrower and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans to the Borrower and Restricted Subsidiaries. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Second Lien Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans to the Borrower and the Restricted Subsidiaries.

Accordingly, the Second Lien Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Second Lien Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Second Lien Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Second Lien Collateral Agent has executed a counterpart hereof. Delivery by fax or other electronic transmission of an executed counterpart of a signature page to this Supplement shall be effective as delivery of an original executed counterpart of this Supplement and the words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Supplement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Second Lien Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Second Lien Collateral Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (in each case, excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the Collateral (excluding any Excluded Property), including:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule I hereto;
- (b) all Proceeds and products of the foregoing; and
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Second Lien Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 13. Conflicts: Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the Second Lien Collateral Agent pursuant to this Supplement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or any other Acceptable Intercreditor Agreement entered into after the date hereof) and this Supplement, the terms of the Second Lien Intercreditor Agreement (or such Acceptable Intercreditor Agreement) shall govern and control.


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IN WITNESS WHEREOF, the New Grantor and the Second Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

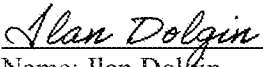
PAYFLEX SYSTEMS USA, INC.,
as the New Grantor

By: 
Name: Daniel Laszlo
Title: Chief Financial Officer and Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second Lien Collateral Agent**

By: 

Name: D. Andrew Maletta
Title: Authorized Signatory

By: 

Name: Ilan Dolgin
Title: Authorized Signatory

SCHEDULE I
TO SUPPLEMENT NO. 1 TO THE
TRADEMARK SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
PayFlex Systems, USA, Inc.	EVERBETTER	88928005
PayFlex Systems, USA, Inc.	EVERBETTER	88928007
PayFlex Systems, USA, Inc.		4132309
PayFlex Systems, USA, Inc.		4132310
PayFlex Systems, USA, Inc.	HSA ASSIST	6191012
PayFlex Systems, USA, Inc.	PAYFLEX	3818015
PayFlex Systems, USA, Inc.	PAYFLEX	2875970
PayFlex Systems, USA, Inc.	PAYFLEX CARD	4020090
PayFlex Systems, USA, Inc.	PAYFLEX MOBILE	4653306
PayFlex Systems, USA, Inc.	PAYFLEX SPECIALIZED HRA	90726477